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TRAVELERS COMMERCIAL INSURANCE COMPANY

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

TRAVELERS COMMERCIAL
INSURANCE COMPANY, a
Connecticut corporation,

Plaintiff,

v.

NEW YORK MARINE AND
GENERAL INSURANCE COMPANY,
a New York corporation,

Defendants.

) Case No.: 2:21-cv-5832-GW (PDx)
) Hon. George H. Wu
) Hon. M.J. Patricia Donahue

**[PROPOSED] ORDER
CONSOLIDATING CASES**

) DATE: October 17, 2022
) TIME: 8:30 a.m.
) Courtroom: 9D

NEW YORK MARINE AND
GENERAL INSURANCE COMPANY,
a New York corporation,

Plaintiff,

v.

AMBER HEARD, an individual,
Defendant.

) Case No. 2:22-cv-04685-GW (PDx)
) Hon. George H. Wu
) Hon. M.J. Patricia Donahue

1 The Court, having considered the motion of Travelers Commercial Insurance
2 Company (“Travelers”) to consolidate Case No. 2:21-cv-5832-GW-PD (the “First
3 Action”) and Case No. 2:22-cv-04685-GW-PD (the “Second Action”), finds that
4 there is good cause to order consolidation of the two actions for all purposes,
5 including trial, under Rule 42 of the Federal Rules of Civil Procedure.

6 The Court finds that considerations of efficiency and fairness support
7 consolidation in that both actions involve common questions of fact and law and will
8 depend on similar documents and testimony. The First Action was filed by
9 Travelers against New York Marine and General Insurance Company (“ProSight”)
10 and seeks declaratory relief and equitable contribution of defense expenses relating
11 to a dispute pending in the State of Virginia against the parties’ joint insured. The
12 Second Action is an action by ProSight against the joint insured and is a claim for
13 declaratory relief in which ProSight seeks various declarations concerning
14 ProSight’s obligations to the insured under ProSight’s insurance policy.

15 Both actions will require a determination of the scope of ProSight’s duty to
16 the insured, whether ProSight met its obligations, and whether ProSight is excused
17 from them. If the matters are not consolidated, the Court will waste time and
18 resources litigating the same issues twice and there is a possibility of inconsistent
19 jury and/or bench findings.

20 As a result, the Court finds that consolidation of the actions for all purposes,
21 including trial, is warranted and is appropriate. Consolidation of Case No. 2:21-cv-
22 5832-GW-PD and Case No. 2:22-cv-04685-GW-PD is hereby ordered.

Dated: _____ 2022